

Public Works (1930) Department.

MS SERIES.

G.O. No. 355

Dated 21 2 1930

17

[Despatch Abstract.]

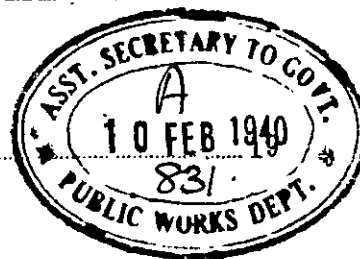
Ports.--

Mangalore -- Reconstructing and aligning the North

Star Wharf Wall -- Agreement executed with Mr. J. N. TARBOROUGH.

P O R T D E P A R T M E N T .

Received 19 .. Registered



Subject.

Port of Mangalore - Reconstructing and
aligning the North Wharf wall -

ENCLOSURES.	
No.	
.....	
Spare copies	

No. 247 A/40-1

Station M a d r a s , Dated the 9th February, 1940.

Enclosures.

1. Agreement in
duplicate,
5 Tenders, and
1 comparative
statement.

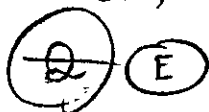
From (Name) W. F. Ruffle Esquire,
(Designation) Presidency Port Officer.

To The Secretary to the Government of Madras,

Public Works (M a r i n e) Department.

M a d r a s.

Sir,



G.O. No.2369, Public Works (Marine),
dated 2-10-1939. ---

① & ②

I have the honour to submit herewith an agreement in
duplicate for the above work signed by Mr. J. H. Tarapore for
favour of ratification by Government.

④. Vide the
Comparative
statement-
of tenders at-⑤

Sealed tenders were called for; five tenders were re-
ceived and are submitted herewith. The lowest tender has
been accepted, as the tenderer is an experienced contractor
and has recently carried out the Dry Dock work at Mangalore.

I have the honour to be
Sir,
Your most obedient servant.

W. F. Ruffle
9/2

Reconstruction and Realignment of Northwharf wall at Mangalore. Estimate
Comparative Statement of Tenders received

Estimate					Tenders		
Item No.	Description of work	Quantity	Rate	Amount	I		A.P. Rate
					J. H. Tarapore. Rate	Amount	Rate
1	Earthwork excavating in hard clay & sand.	60.000	7-9-0	454	7-0-0	420.	6-8-0
2	Concrete broken ~~lime~~ ^{stone} in cement mortar proportion 1 cement: 3 sand 6 broken stone $1\frac{1}{2}$ "	361.00	42-4-0	15252	45-0-0	16245	39-0-0
3	Dry stone masonry for retaining walls including bond stones	~~117.80~~ 117.80	22-0-0	25916	20-0-0	23560.	18-0-0
4	Coursed rubble ^{or} class stone in Surki mortar. 1: $1\frac{1}{2}$: $1\frac{1}{2}$	59.00	32-5-0	1808	32-0-0	1888	34-0-0
5	Pointing (flush) with cement mortar proportions 1: 3.	241.00	4-0-0	964	3-8-0	843 $\frac{1}{2}$	3-8-0
6	Cement concrete blocks proportions 1 cement, 2 sand, 4 broken stone ($\frac{2}{4}$ ")	16.47	85-0-0	1400	78-0-0	1284 $\frac{11}{16}$	75-0-0
7	Reinforced concrete proportions 1: 2: 4 Reinforcement as per plan	242.00	2-4-0	540	1-12-0	423 $\frac{1}{2}$	2-0-0
8	Constructing lig bund and removal after completion of work.	2430.00	2-0-0	4860	1-12-0	4252 $\frac{1}{2}$	2-8-0
9	Pumping during construction.	L.S.	-	1000	L.S.	1000	L.S.
				52194	49917 $\frac{3}{4}$		

The

Rs 62050/-

cs.							Remarks	
		III	IV	V				
Sl. No.	Particulars	Rate	Amount	Rate	Amount	Rate	Amount	
1	390	7.80	450	6-0-0	360.	25-0-0	1500.	
2	1407.9	37-0-0	13357	40-0-0	14440	45-0-0	16245	
3	21204.7	16-0-0	18848	15-0-0	17670	14-8-0	17081	
4	2006	80-0-0	1770	30-0-0	1770	42-0-0	2478	
5	844	3-1-0	738 $\frac{1}{16}$	3-6-0	813	3-8-0	845.	
6	1235	65-0-0	1070 $\frac{9}{16}$	70-0-0	1153	80-0-0	1320	
7	484	2-0-0	484	2-0-0	484	2-8-0	605.	
8	075	3-4-0	78-97 $\frac{1}{2}$	3-8-0	8505	3-8-0	8505	
9	5000.	L.S.	8000	L.S.	7505	L.S.	7500	
10	7317		52615 $\frac{1}{8}$		52700		56075	

Tender no I which is the lowest may be accepted as the tenderer is an experienced contractor in large works.

(Signature)
 Assistant Engineer (Main)

Tender no I which is the lowest may be accepted as the tenderer is an experienced contractor in engeworks.

[Signature]
 Assistant Engineer (Stores)

ARTICLES OF AGREEMENT.

(95) J.H.T. ARTICLES OF AGREEMENT made this ^{Eighth} day of ^{February} 1940 between the ^{His Excellency the Governor of Madras} ~~Right Honourable the Secretary of State for India in Council~~ (hereinafter called "the Government" of the one part) and * ^{Mr. J. H. Tansore, B.E., A.M.I.E.,} ~~Engineer and Contractor~~ ^{offt. (90) J.H.T.}, 10 Mouth Road, Madras (hereinafter called "the Contractor") of the other part.

WHEREAS the Government are desirous of ^{Reconstructing and aligning the North Wharf} ~~and have caused an estimate of probable quantities contained in Schedule A, drawings and specifications describing the work to be done to be prepared.~~ (90) J.H.T. (90) J.H.T.

AND WHEREAS the said Schedule A, drawings numbered serially 1 to 2 inclusive— (Schedule B)—and the specifications—(Schedule C)—have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to the retention by the Government of the earnest money of Rupees ^{(1000-0-0) One thousand only} paid by him when he ^{(95) J.H.T.} submitted his tender as security for the due fulfilment of the contract to the satisfaction of the ^{Executive Engineer, Port Department} ~~Executive Engineer~~, (hereinafter referred to as ^{(95) J.H.T.} "the Executive Engineer"). ^{The Presidency Port Officer.} (90) J.H.T.

(95) J.H.T. ** AND WHEREAS the Contractor has deposited with the Executive Engineer the sum of Rupees in cash as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the Contractor has delivered to and deposited with and endorsed over to the Executive Engineer Government securities to the extent of Rupees of which the numbers, amounts and other particulars are set forth in the margin hereto as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the Contractor has endorsed over and delivered to the Executive Engineer Municipal debentures to the value of Rupees the numbers and particulars of which are set forth in the margin hereto and such endorsement has been registered in the office of as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

** AND WHEREAS the Contractor has delivered to the Executive Engineer bearer debentures issued by the Trustees of the Port of of the value of £

equivalent to Rupees

the numbers and particulars of which are set forth in the margin hereto as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer. (90) J.H.T.

* Contractor's name.

† Contractor's legal address for registered letters and notices.

‡ Name of work and locality.

** Note.—Of the six recital clauses relating to the additional security marked ** the one suitable to the kind of security actually deposited should be retained and the rest scored out with due attestation at the time of the execution of the agreement.

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(12) J.H.T. ** AND WHEREAS the Contractor has deposited in the Reserve Bank of India the sum of Rupees (1,500-0-0) One thousand and five hundred only in the name of the Executive Engineer and has obtained a receipt bearing No. 335A, dated 8-2-1940, made out in the name of the Executive Engineer and the same is now standing to the credit of the Executive Engineer and is with drawable by him on demand as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer. Presidency Port Officers.

(12) J.H.T. ** AND WHEREAS the Contractor is the holder of Post Office five-year cash certificates of the value of Rupees

which have been registered in the Post office at

particulars of which are set forth in the margin hereto and whereas the Contractor has deposited with and transferred to the Executive Engineer the said certificates the previous sanction of the Head Postmaster of

Post Office in which the certificates have been registered having been obtained as additional security for the due fulfilment of the contract to the satisfaction of the Executive Engineer.

(12) J.H.T. AND WHEREAS the Contractor has also signed the copy of the Madras Detailed Standard Specifications and addenda volume thereto maintained in the Presidency Port Division office in acknowledgment of being bound by all the conditions of the clauses of the Standard Preliminary Specification and all the standard specifications for items of works described by a Standard Specification Number in Schedule A.

(12) J.H.T. AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Preliminary Specification of the Madras Detailed Standard Specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said conditions") the works shown upon the drawings and described in the said specifications and set forth in Schedule A as the "Probable quantities" and comply with the rate of progress noted at the end of this Articles of Agreement for a sum of Rupees § (49,917-0-0) Forty nine thousand nine hundred and seventeen only or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment on lump-sum basis or by final measurement at unit prices."

Now it is hereby agreed as follows :—

(12) J.H.T. (1) In consideration of the payment of the said sum of Rupees § (49,917-0-0) Forty nine thousand nine hundred and seventeen only or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment on lump-sum basis or by final measurement at unit prices", the Contractor will, upon and subject to the said conditions, execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of the probable quantities shown in Schedule A with such variations by way of alterations of, additions to, or deductions from, the said works and method of payment therefor as are provided for in the said condition.

** Note.—Of the six recital clauses relating to the additional security, marked ** the one suitable to the kind of security actually deposited should be retained and the rest scored out with due attestation at the time of the execution of the agreement.

§ To be entered in words and figures.

(2) The term Executive Engineer in the said conditions shall mean the Public Works Officer in charge of the ~~The Presidency Port Officer~~ Division, who shall be competent to exercise all the powers and privileges reserved herein, in favour of the Government, ~~with the previous sanction of the~~ §§ (2) 9.4.T.

3. 8.47 (3) The arbitrator for fulfilling the duties set forth in the arbitration clause of the Standard Preliminary Specification shall be the Superintending Engineer of Circle. (42) 8.47.

(4) Time shall be considered as of the essence of the agreement and the Contractor hereby agrees to commence the work as soon as this agreement is accepted by competent authority ~~as defined by the Madras Public Works Department Code~~ and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within Eighteen ~~(20)~~ months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "Rate of progress" below, subject nevertheless to the provisions for extension of time contained in clause 59 of the Standard Preliminary Specification.

(5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts, respectively.

(6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the ~~Executive Engineer~~ ^{Principal Staff Officer}, the security deposited by the Contractor as hereinbefore recited or such portion thereof as he may be entitled to under the said conditions shall be returned to the Contractor.

(20) 8/10/2004 Moulali R

In witness whereof the Contractor *Mr. J. H. Tarapore, B.E., A.M.I.E.* has hereunto set his hand and ^{††} on behalf of the Government has hereunto set his hand the day and year first above written.

sd/ J. H. Zarapore.

10, Mount Road, Madras.

SA/C.S. Loganathan.

[Handwritten signature]

In the presence of witness—

†† Rest of sentence to be struck off, if the Executive Engineer can himself enter into the contract without reference to any higher authority.

§§ Designation of officer who is competent to approve of the contract, under the Madras P.W.D. Code.

†† Name and designation.

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Rate of Progress.

The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Executive Engineer's certificates of the value of work done will be required.

Date of commencement of this programme will be the date on which the site (or premises) is handed over to the Contractor.

Period after date of commencement.	Percentage of work completed (based on contract lump-sum amount).
Three months	
Six months	
Nine months	
Twelve months	
Fifteen months	
Eighteen months	Complete.

(210) J. H. T.

sd/ J. H. Tarapore.

SCHEDULE A.

SCHEDULE OF RATES AND APPROXIMATE QUANTITIES. —

(a) The quantities here given are those upon which the lump-sum tender cost of the work is based, but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions for omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the Madras Detailed Standard Specifications and other conditions or specifications of this contract.

(b) It is to be expressly understood that the measured work is to be taken nett (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight, at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works in situ and complete in every respect.

Item No.	Probable quantity.		Description of work.	M.D.S.S. No.	Rate:		Unit. Words.	Amount.	
	Figures.	Units.			Words.	Figures.		Figures.	
I	60000 c.ft.	60.00	Earth work excavating in hard clay and sand necessitating the use of baskets and pans.	203, 23 & 24	Rupees seven only	7	per one thousand cubic feet.	420	-
II	36100 c.ft.	361.00	Concrete broken stone in cement mortar proportions 1 cement and 3 sand, stone broken to 1½" gauge.	28	Rupees Forty five only	45	per one hundred cubic feet.	16845	-
III	117800 c.ft.	1178.00	Dry stone masonry for retaining walls including bond stones,	36 & 37	Rupees Twenty only	20	per one hundred c.ft.	23560	-
							0.0.	40225	-

Date

(Signature of Contractor)

Sd/g.H. - Tarapore

(Sd) g.H. 7.

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SCHEDULE A—cont.

Item No.	Probable quantity.		Description of work.	M.D.S.S. No.	Rate.		Unit. Words.		Amount.	
	Figures.	Units.			Words.	Figures.			RS.	A. P.
IV	5900 c.ft.	59.00	Coursed rubble first class in surki mortar proportions 1 lime, $\frac{1}{2}$ surki, $1\frac{1}{2}$ sand.	36 & 36-1	Rupees Thirtytwo only.	30	B.F	per one hundred cubic foot.	40225	
V	24100 s.ft.	241.00	Pointing (flush) with cement mortar proportions 1 cement, 3 sand.	68	Rupees Three and annas eight only.	3 8		per one hundred square feet.	1888	
VI	1647 c.ft.	16.47 (16) $\frac{1}{2}$ 47.	Cement concrete blocks proportions for concrete 1 cement: 2 sand clean river sand: 4 broken stone of $\frac{3}{4}$ " gauge as for re-inforced concrete.	30	Rupees Seventy eight only.	78		per one hundred cubic foot.	1284-11	
VII	242 c.ft.	242	Reinforced concrete in cement mortar proportions 1 cement: 2 clean river sand: 4 broken stone $\frac{3}{4}$ " to $\frac{1}{2}$ " gauge. (Reinforced as per plan conforming to M.D.S.S.)	30	Rupees one and annas twelve only.	1 12		per one cubic foot.	423 8	

VIII	243000 c.ft.	2430.00	Construction of a ring bund in clay with necessary pro- tection during construction including removal after completion of the work.	Rupees One and annas twelve only	1-12- per one hundred cubic feet.	4252 8 -
IX	(2200) 47. Lump Sum	Lump Sum.	Pumping during construction.	Rupees one 1000 thousand only.	- - Lump sum	1000 -
						49917 3 - or 49917 - -
			Rupees Fortynine thousand nine hundred and seventeen only.			

7

==

Date

(Signature of Contractor)

Sd/g. H. Sarapare.

SCHEDULE B.

List of Drawings.				SUPPLEMENTAL LIST.			
Note.—All drawings to be signed by the Contractor as well as the officer entering into the contract.				As referred to in the specifications (including the Preliminary Specification of the Madras Detailed Standard Specifications).			
Serial number.	Drawing number.	Description.		Serial number.	Drawing number.	Description.	Date on which the drawing was supplied.
1	P.P.O. No.1	Site plan showing the proposed wharfwall and reclamation area.					
2	P.P.O. No.2	Plan showing details of construction of walls and ramps.					

Sd/- G. H. Narasimhan.

DESCRIPTIVE SPECIFICATION SHEET.

Item.	<i>Materials.</i>		Source from which item is to be obtained.	Approximate load.	Remarks.
	(i) Size alternative to standard specification size or size prescribed.	(ii) Mixed prescribed if deviation from standard specification. (iii) Masonry joint thickness and deviations.			
from shells					
Lime	---	---	Bolar	2 1/2 mile by road	
Surki	---	---	Jeppo	2 1/2 miles by road	
Portland cement	(clean coarse river sand)	---	Mangalore Town	1/2 to 1 mile by road	
Sand for mortar works	✓ 1/2" to 3/4" (No. 20)	---	Bajel	2 miles by road.	
Sand for filling in	---	---			
* Earth for refilling and disposal of surplus	---	---			
Broken stone for masonry work. 1/2" to 2" gauge	---	---	Paduva or Jeppo	2 1/2 miles by road 3 miles by boat.	
Stone for road work	---	---			
Broken brick	---	---			
Gravel	---	---			
Quarry rubbish	---	---			
Rough stone, jagged stones etc.	---	---	Paduva or Jeppo	2 1/2 miles by road 3 miles by boat	
Flooring stone	---	---			
Cut stone	---	---			
Cuddapah slabs	---	---			
M.S. Sheets	---	---			

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DESCRIPTIVE SPECIFICATION SHEET—*cont.*

Item.	Materials.			Remarks.
	(i) Size alternative to standard specification size or size prescribed.	(ii) Mixed prescribed if deviation from standard specification.	(iii) Masonry joint thickness and deviations.	
	Source from which item is to be obtained.			
	Approximate lead.			
*Plastering				
Surki mortar				
Pointing				
Plastering				
Cement plastering				
Terrace work				
Deviations if any and proportions, if surki mortar required for any stage				
Broken stone lime concrete				
Broken stone surki concrete				
Broken stone cement concrete				
Reinforced cement concrete				
Brickwork or masonry joints, thickness				
Floor surfacing				

* Deviations in plaster thickness, if any.

(46) J. H. F.

Corrugated Roofing—Deviations in gauge									
Bricks (wall)	..	..	..	..	..	..	..	..	..
" terrace	..	..	..	..	..	..	..	..	..
" flooring	..	..	..	..	..	..	..	..	..
Pan tiles	..	..	..	..	..	..	..	..	..
Flat tiles	..	..	..	..	..	..	..	..	..
Mangalore tiles	..	..	..	..	..	..	..	..	..
Pressed, ornamental tiles, etc.	..	..	..	..	..	..	..	..	..
Teakwood	..	..	..	..	..	..	..	..	..
Other classes of wood	..	..	..	..	..	..	..	..	..
† Furnishings for doors, windows, etc.	..	..	..	..	..	..	..	..	..
† Standardized items of furniture	..	..	..	..	..	..	..	..	..
Paints	..	..	..	..	..	..	..	..	..
Tar	..	..	..	..	..	..	..	..	..
Wood oil	..	..	..	..	..	..	..	..	..
Varnish	..	..	..	..	..	..	..	..	..
Distemper (Brand and number of coats)	..	..	..	..	..	..	..	..	..
Steel ~~Reinforcement~~ <i>for reinforcement, etc.</i>	..	..	..	..	..	..	..	..	..
§ Iron work for jail cells—Ventilators, doors, lock boxes, cage latrines, etc.	..	..	..	..	..	..	..	..	..
Cast iron	..	..	..	..	..	..	..	..	..
Lime mortar	..	..	..	..	..	..	..	..	..
Pointing	..	..	..	..	..	..	..	..	..

* Insert in remarks column where excess earth required for filling is to be obtained from and where excess spoil, if any, is to be carted or conveyed.

† Enter if deviation from standard specification procedure and if iron or brass.

‡ These will usually be purchased from jails—vide current price list for same.

§ Enter if these are to be supplied from the Salem Jail and if so where contractor shall take delivery of same.

|| Pointing—State if to be done as per "Remarks on pointing" in Madras Detailed Standard Specification and included in masonry rate.

Mangalore Town

1/2 to 1 mile by road.

sd/ J. H. Tarapore.

P.w. (Mar.)

Date: Initials:

SUBJECT:-

When received for
fair copying --

When copied

When examined...

When signed' ...

When despatched.

Ports - Mangalore - Reconstructing
and aligning the north wharf wall.
Agreement of executed with
~~M.~~ J. H. Tarapore.

READ AGAIN go. No. 2369 P.W. (Mar.), dated 2-10- 1940.

19

READ ALSO:—

C. No. 831 A/4 From the P. P. O., No. 247 A/4 dated 9.2.1940. C.F.

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“ _____ ” “ _____ ” “ _____ ” “ _____ ” 19_____.

Order Ms. No. 355, dated 21-2-1940.
~~Resolution~~ ~~Rout.~~

For a precedent please

su go. 2865 P.W. (Mar.) of 12.12 3.6.
- p 13 of (F)

The agreement executed by Mr. J. H. Tanapore for the reconstruction and realignment of the north wharf wall at Mangalore has been signed on behalf of H. E. the Gov of Madras and is returned to the P. P. O., Madras.

2 The five tenders received with the P.P.'s letter read above are also returned.

3 A copy of the agreement executed by Mr. Sarapure should be ~~sent to~~ ~~kept for purposes of record and another~~ copy forwarded to the Secy of A.F.A.

The P.P.O. (with flags) (U) (H) ~~(#)~~

1. Exr of D.F.A.
depos with
encl. (flag 4th)
23.2

A handwritten signature in black ink, appearing to be "M.B." or similar initials, located at the bottom right of the page.

2024

10/10/20

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